



CONFIDENTIALITY AGREEMENT AND COPYRIGHT ACKNOWLEDGMENT

CPT® EDITORIAL PANEL MEETINGS

In consideration of the permission granted to me to participate in the Current Procedural Terminology (CPT®) code development process, including participation on or attendance at meetings of the CPT Editorial Panel (“Panel”), the CPT Advisory Committee, the Health Care Professionals Advisory Committee, the CPT Assistant Editorial Board, and ad hoc and/or standing workgroups and committees established by the Panel (each a “Meeting” and collectively “Meetings”), I, the undersigned, individually and on behalf of the entity (if any) identified in the signature block below (referred to herein as “Participant” or “I”) agree to the following:

1. I will maintain as confidential any and all materials and information that I obtain in connection with my attendance at or participation in any Meeting, including but not limited to the following information, which shall collectively be considered “Confidential Information” and proprietary to the American Medical Association (“AMA”):
 - Meeting materials that are made available by the AMA, including agendas and code change applications;
 - CPT codes and modifiers, text descriptors, cross references, and guideline language that have not yet been published by the AMA in any form, including in print or online, as well as content scheduled for publication in the CPT Assistant or other AMA coding publications or products (“Publication”); and
 - any information disclosed or discussed at a Meeting, and the identity and affiliation of the individual who provided the information.

The foregoing information shall be considered Confidential Information regardless of the format or forum by which it is provided to or obtained by the undersigned including but not limited to oral, electronic or print media.

2. I will use Confidential Information only in connection with my participation in the Meeting. I will not disclose, distribute or publish Confidential Information to any individual or entity in any manner whatsoever, and I will not publish or authorize anyone else to publish Confidential Information in any Web posting, social media, article, newsletter, press release, publication, or other communication; provided, however, when participating in the Meeting as a representative of or on behalf of the organization identified below, I understand that I am permitted to disseminate Confidential Information to appropriate individuals in that organization, for internal use within such organization solely in connection with such organization’s coding activities. Further, I understand that I am permitted to disclose non-Confidential Information. I will refer any questions I have regarding what constitutes Confidential Information or any other questions regarding this Confidentiality Agreement and Copyright Acknowledgment (“Agreement”) to the Chair of the Meeting or the AMA Office of General Counsel.
3. I will not use audio or video recording or photographic device in any manner during a Meeting to record or to copy Confidential Information. I will not remove any notices of copyright, trademark, confidentiality or other conditions on materials obtained by me or take any other action to circumvent the purpose and intent of this Agreement.



4. I acknowledge that the Panel can modify or eliminate a CPT code or the language or guidelines associated with a code at any time up to the date of final Publication of the CPT code set. Panel actions are not final until distribution of the CPT code set (on or before August 31 of each year). I acknowledge that the early release of Panel actions and any related information can cause significant disruption and confusion for physicians, patients, payers and third parties and could cause irreparable injury to the AMA and others. I understand however, that I am permitted to disclose and publish the limited information contained in the Summary of Panel Action document that is posted to the [AMA public website](#) within 30 days of each Panel meeting. I understand that, prior to AMA Publication, any information that I publish beyond that contained in the Summary of Panel Action document will be considered a violation of this Agreement.

5. I understand that Confidential Information does not include information that (a) is already in my possession not as a result of any breach of confidentiality by myself or any third-party, (b) is publicly available other than through breach of these or other confidentiality obligations, (c) is received by me from a third-party if such third-party was authorized to release the information and is not in breach of any confidentiality obligations, or (d) is subject to Publication or other disclosure by the AMA.

6. I further understand that the AMA owns any and all proprietary rights, including copyright, in CPT codes, modifiers, text descriptors, cross references, guideline language and other material created in connection with my participation in the Meetings.

7. Violators of this Agreement may be barred from future Meetings or otherwise sanctioned.

8. This Agreement is not exclusive, and other confidentiality or non-use requirements, such as those imposed by the RVS Update Committee, and other actions and remedies, including third-party remedies and the AMA's right to seek injunctive relief, may apply to the information that I have access to as the result of my participation in the Meeting.

9. If I am participating in the Meeting as a representative of or on behalf of the organization or entity identified below, I agree that such organization or entity is subject to the terms of this Agreement and I represent and certify that I have the authority to bind such organization or entity to this Agreement and that the AMA is materially relying on this representation and certification.

I, for myself and on behalf of the organization or entity identified below, understand and will abide by the provisions of this Confidentiality Agreement.

Acknowledged and Agreed

Print Name _____

Affiliation (Name of Organization or Entity) _____

Signature _____

Date _____